

A

REQUEST FOR PROPOSAL (RFP)

FOR:

DHS WEBSITE DESIGN, BUILD AND  
IMPLEMENTATION USING DRUPAL  
AND  
WEBSITE CONTENT MIGRATION

RFP # 3015 DES-CB

ISSUED BY:

THE STATE OF WISCONSIN  
DEPARTMENT OF HEALTH SERVICES

JANUARY 31, 2013

RESPONSES ARE REQUESTED BY

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# 1 TABLE OF CONTENTS

<b>1.</b>	<b>INTRODUCTION AND GENERAL INFORMATION .....</b>	<b>5</b>
1.1	ABOUT DHS THE PROCURING AND CONTRACTING AGENCY .....	5
1.1.1	<i>DHS Website—Current State .....</i>	<i>6</i>
1.1.2	<i>DHS Website—Users .....</i>	<i>6</i>
1.2	DEFINITIONS .....	6
<b>2</b>	<b>WEBSITE DESIGN, BUILD AND IMPLEMENTATION USING DRUPAL: SCOPE OF SERVICES .....</b>	<b>7</b>
2.1	OVERVIEW .....	7
2.1.1	<i>New Website Functionality .....</i>	<i>8</i>
2.1.2	<i>Drupal Templates .....</i>	<i>11</i>
2.1.3	<i>Training and Training Materials .....</i>	<i>12</i>
2.2	HOSTING ENVIRONMENT OVERVIEW .....	12
2.3	PRODUCT DELIVERABLES FROM CONTRACTOR .....	12
2.4	PROJECT EXPECTATIONS .....	13
<b>3</b>	<b>WEBSITE DESIGN, BUILD AND IMPLEMENTATION OF DRUPAL: TECHNICAL PROPOSAL .....</b>	<b>13</b>
3.1	OVERVIEW .....	13
3.2	CONTRACTOR SUBMISSION CRITERIA .....	14
3.2.1	<i>Previous Work Examples .....</i>	<i>14</i>
3.2.2	<i>Previous Project Management examples .....</i>	<i>14</i>
3.2.3	<i>Proposed Approach and Resources .....</i>	<i>14</i>
3.2.4	<i>Contractor Requirements .....</i>	<i>15</i>
<b>4</b>	<b>WEBSITE CONTENT MIGRATION: SCOPE OF SERVICES .....</b>	<b>15</b>
4.1	OVERVIEW .....	15
4.2	PROJECT EXPECTATIONS .....	16
4.2.1	<i>Project Phases .....</i>	<i>16</i>
4.2.2	<i>Project Deliverables .....</i>	<i>16</i>
<b>5</b>	<b>WEBSITE CONTENT MIGRATION: TECHNICAL PROPOSAL .....</b>	<b>17</b>
5.1	OVERVIEW .....	17
5.2	CONTRACTOR SUBMISSION CRITERIA .....	17
5.2.1	<i>Previous Work Examples .....</i>	<i>17</i>
5.2.2	<i>Previous Project Management examples .....</i>	<i>17</i>
5.2.3	<i>Proposed Approach and Resources .....</i>	<i>18</i>
5.2.4	<i>Contractor Requirements .....</i>	<i>18</i>
<b>6</b>	<b>COST PROPOSAL .....</b>	<b>19</b>
6.1	GENERAL INSTRUCTIONS ON SUBMITTING COST PROPOSALS .....	19
6.2	FIXED PRICE PERIOD .....	19
6.3	INFLATIONARY ADJUSTMENT .....	19
6.4	PRICE CLARIFICATIONS .....	19
<b>7</b>	<b>RESPONDING TO THE PROPOSAL .....</b>	<b>19</b>
7.1	CLARIFICATION AND/OR REVISIONS TO RFP SPECIFICATIONS AND REQUIREMENTS .....	20
7.2	RETENTION OF RIGHTS .....	20
7.3	REASONABLE ACCOMMODATIONS .....	21
7.4	CALENDAR OF EVENTS (“THE CALENDAR”) .....	21

7.5	CONTRACT TERM .....	21
7.6	VENDORNET REGISTRATION.....	21
<b>8</b>	<b>PREPARING AND SUBMITTING PROPOSALS.....</b>	<b>22</b>
8.1	GENERAL INSTRUCTIONS.....	22
8.2	INCURRING COSTS.....	22
8.3	PROPOSAL ORGANIZATION AND FORMAT.....	22
8.3.1	<i>Technical Proposal</i> .....	22
8.3.2	<i>Cost Proposal</i> .....	25
8.4	SUBMITTING THE PROPOSAL.....	25
8.5	MULTIPLE PROPOSALS .....	26
8.6	ORAL PRESENTATIONS AND SITE VISITS .....	27
8.7	WITHDRAWAL OF PROPOSALS .....	27
<b>9</b>	<b>PROPOSAL SELECTION AND AWARD PROCESS.....</b>	<b>27</b>
9.1	PRELIMINARY EVALUATION .....	27
9.2	PROPOSAL SCORING .....	27
9.3	EVALUATION CRITERIA .....	28
9.4	RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS.....	28
9.5	AWARD AND FINAL OFFER .....	28
9.6	NOTIFICATION OF INTENT TO AWARD.....	29
9.7	APPEALS PROCESS.....	29
<b>10</b>	<b>SPECIAL CONTRACT TERMS AND CONDITIONS .....</b>	<b>29</b>
10.1	PAYMENT TERMS AND SCHEDULE.....	29
10.2	LIQUIDATED DAMAGES .....	30
10.3	PERFORMANCE BONDS .....	30
10.4	PRIME CONTRACTOR AND SUPPLIER DIVERSITY SUBCONTRACTORS .....	30
10.4.1	<i>Minority-owned Business Enterprise</i> .....	30
10.4.2	<i>Veteran-owned Business</i> .....	30
10.4.3	<i>Disabled Veteran-owned Business</i> .....	31
10.4.4	<i>Woman-owned Business Enterprise</i> .....	31
10.5	EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT .....	31
10.6	TERMINATION OF CONTRACT.....	32
10.7	STANDARD TERMS AND CONDITIONS .....	32
	<b>APPENDIX A: WEBSITE DESIGN, BUILD AND IMPLEMENTATION OF DRUPAL: REQUIRED COST PROPOSAL FORMAT AND INSTRUCTIONS.....</b>	<b>33</b>
	<b>APPENDIX B: WEBSITE CONTENT MIGRATION: REQUIRED COST PROPOSAL FORMAT AND INSTRUCTIONS.....</b>	<b>35</b>
	<b>APPENDIX C: COVER SHEET; DOA-3261.....</b>	<b>36</b>
	<b>APPENDIX D: DESIGNATION OF CONFIDENTIAL &amp; PROPRIETARY INFORMATION; DOA-3261.....</b>	<b>38</b>
	<b>APPENDIX E: CONTRACTOR INFORMATION; DOA-3477 .....</b>	<b>39</b>
	<b>APPENDIX F: CONTRACTOR REFERENCES; DOA-3478 .....</b>	<b>41</b>
	<b>APPENDIX G: COOPERATIVE PURCHASING FORM; DOA-3333.....</b>	<b>42</b>
	<b>APPENDIX H: STANDARD TERMS &amp; CONDITIONS FOR PROCUREMENT OF SERVICES; DOA-3058 .....</b>	<b>43</b>
	<b>APPENDIX I: SUPPLEMENTAL STANDARD TERMS &amp; CONDITIONS FOR PROCUREMENT OF SERVICES; DOA-3681.....</b>	<b>47</b>

## 1. INTRODUCTION AND GENERAL INFORMATION

This Request for Proposal (RFP) is issued by the Wisconsin Department of Health Services (DHS), which is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the procurement process, referred to hereafter as the Procurement Manager, is **Crystal Baker**, (§8.4).

This specific procurement is comprised of two separate proposals; interested Contractors can submit responses to one or both. The purpose of this RFP is to provide the information to enable Contractors to prepare and submit proposal(s) for:

- 1.) A responsive website design, with the build and implementation using Drupal 7.0, and/or;
- 2.) Migration of content from the existing DHS website to the new Drupal site.

Each proposal will be individually reviewed by an evaluation team using criteria established for that specific proposal. The State, as represented by the DHS, intends to use the results of this solicitation to award two contracts. The contracts may be awarded to a single Contractor or to two separate Contractors.

### 1.1 ABOUT DHS THE PROCURING AND CONTRACTING AGENCY

The Wisconsin DHS supports and promotes the health and safety of the people of Wisconsin. The department has many key responsibilities including but not limited to:

- Medicaid and health care programs for low income families, elderly and disabled persons;
- FoodShare (the Supplemental Nutrition Assistance Program) and WIC (Special Supplemental Nutrition Program for Women, Infants and Children)
- Programs for long-term support and care, aging, physical and development disabilities, mental health and substance abuse;
- The operation of seven State-run facilities;
- Public Health and Wisconsin's state preparedness;
- Quality assurance and fraud prevention; and
- Regulation and licensing.

DHS is one of the largest state agencies associated with Wisconsin State government. Its organization consists of six (6) divisions and four (4) offices. These are:

The Division of Enterprise Services;  
 The Division of Health Care Access and Accountability;  
 The Division of Long Term Care;  
 The Division of Mental Health and Substance Abuse Services;  
 The Division of Public Health;  
 The Division of Quality Assurance;  
 The Office of Legal Counsel;

The Office of Policy Initiatives and Budget;  
 The Office of the Inspector General; and  
 The Office of the Secretary.

#### 1.1.1 DHS WEBSITE—CURRENT STATE

The current DHS website ([www.dhs.wisconsin.gov](http://www.dhs.wisconsin.gov)) is hosted by the State of Wisconsin and written in FrontPage versions 2000 and 2003. The website runs on Microsoft IIS V6.0 using FrontPage server extensions to manage the site as well as the top, bottom and left borders. The site consists of approximately 15,000 html files with a total of 37,000 files on the site, and the total size (counting production and non-production environments) is 13.4GB. In 2012, there were over 10.5 million visitors to the website. The website consists of mostly static web pages with a mix of content types; there are image files, PDF documents, Excel spreadsheets, MS Word documents and audio/video files, dynamic data query systems, database connections to display information and areas with restricted access.

#### 1.1.2 DHS WEBSITE—USERS

DHS website users are a large and varied group. Website users include government staff, partnership agencies, businesses, and private citizens.

State staff and employees of other partner agencies (government and private) use the website to access program information, policy/procedures, statistical information, reports, forms, and news releases, as well as gain access to secured information and applications. Wisconsin residents can obtain information on a large variety of topics, from disease fact sheets to how to obtain birth certificates to public and environmental health concerns. The website is the starting point for individuals to apply for Medicaid, Family Care, BadgerCare Plus, FoodShare, and other support programs.

### 1.2 DEFINITIONS

The following definitions are used through the RFP:

**Agency, Department, or DHS** means the Wisconsin Department of Health Services.

**The Agreement and Contract** (used interchangeably) means the final written contract negotiated between DHS and the contractor.

**The Calendar** means the Calendar of RFP Events.

**Content Owner; Content Reviewer** refers to DHS staff who are assigned responsibility for specific areas of the DHS website.

**Contractor** means proposer or Contractor awarded final contract.

**Proposal** refers a specific technical proposal published by DHS and responded to by interested prospective Contractors.

**Proposer/Contractor** means a firm submitting a proposal in response to this RFP.

**State** means the State of Wisconsin.

**Subcontractor** a third party who contracts with the awarded contractor for the provision of services, which the contractor has contracted with the Department to perform.

**Technical Proposal** means the Contractor's proposal not including the Cost Proposal.

**Total Contract Cost** means the total monetary reimbursement potentially due to contractor for 100% successful completion of all terms, provisions, and expectations as outlined by the final Agreement.

**Site Administrator** refers to the team of staff who together are responsible for overall site administration and management. They set user permissions; manage content types, taxonomy, navigation, templates, and the overall website functionality and style going forward.

**Web CMS** means content management system.

**Web Coordinator** refers to DHS divisional staff assigned to participate in website governance.

## 2 WEBSITE DESIGN, BUILD AND IMPLEMENTATION USING DRUPAL: SCOPE OF SERVICES

### 2.1 OVERVIEW

This section contains a description of what DHS expects the Contractor to provide. It should be considered as the requirements for this project.

DHS is seeking a company who will work with DHS to create a new responsive design, build our website and implement Drupal as the Web CMS. The new Drupal website will be hosted by the Department of Administration (DOA). The Contractor will work with DOA and DHS on the Drupal server environment to be used by DHS.

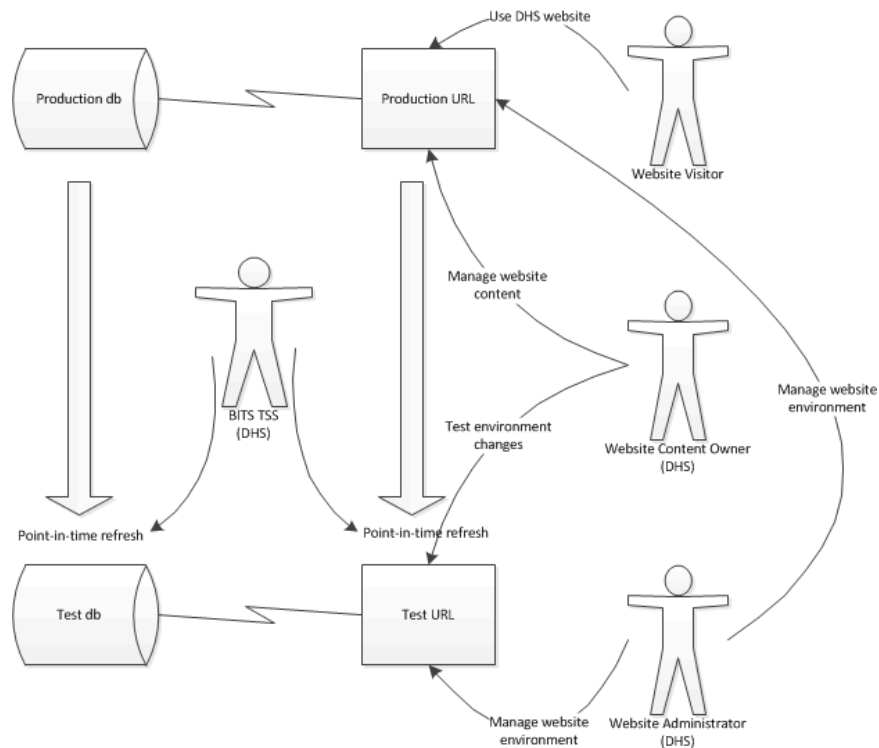
Specific objectives are to:

- Develop a **website** using responsive design that complements the DHS mission.
- **Build** the new DHS website that uses an information architecture identified as a best practice for meeting DHS content and navigational needs. The new website would incorporate the taxonomy adopted by DHS while utilizing MS Active Directory security principles.
- **Implement** Drupal features to support design choices specified in this section. The website will be hosted on DOA web servers.
- Provide DHS **documentation** needed for ongoing support and management of the website.

The final, delivered website will consist of two URLs: a test website for use by website administrators and developers to test environment changes; and a production website. The

production website will be used by web-content owners for content development and modification by website owners.

This drawing contains a representation of the possible relationship between the test and production URLs after the new website is in production.



### 2.1.1.1 NEW WEBSITE FUNCTIONALITY

Work will be performed in a collaborative and interactive fashion, with requirements development, presentation and review of design options, concepts and prototypes. The selected Contractor will design and build a new website using Drupal. Specific features described in table 2.1.1.1 and 2.1.1.2 should be included in the design, build and implementation.

TABLE 2.1.1.1 – WEBSITE END-USER FUNCTIONALITY—REQUIRED FEATURES

#	FEATURE	ELEMENTS AND FUNCTIONALITY
1	ADA Compliant	Ensure that the design and associated elements comply with Section 508 of the Rehabilitation Act of 1973, as well as Americans with Disabilities (ADA) Best Practices for Website Accessibility for state and local governments and the Web Content Accessibility Guidelines developed by the Web Accessibility Initiative, a subgroup of the World



TABLE 2.1.1.1 – WEBSITE END-USER FUNCTIONALITY—REQUIRED FEATURES

#	FEATURE	ELEMENTS AND FUNCTIONALITY
		Wide Web Consortium (W3C).
2	Responsive Design	Website content will be optimized for viewing: easy reading and navigation with a minimum of resizing, panning, and scrolling on all devices that consume Internet content: desktop, tablet and smart-phone devices.
3	* Subscribe to Updates	Users can subscribe to be notified of any changes to a web page or sign up to be on a listserv to receive communications by topic from DHS.
4	* Clean URLs	The website will display and use URLs that are purely structural and do not contain a query string, only the path of the resource
5	* Language Translation	Allow site users the ability to choose to display page contents in other languages. This would be an automatic feature minimally enabling Spanish and Russian languages.
6	* Multiple navigation options: a. Breadcrumb  b. Mega (whole site) navigation  c. Subject specific menus  d. Similar subject suggestions  e. Topics a – z	a. Automatic addition of breadcrumb above the page contents on each page of the site.  b. Main site navigation located in the header region of each page with inclusion of horizontal fly-out menus  c. Display menu options specific to the subject area  d. Relationships defined by taxonomy to be displayed as (“see also”).  e. Display taxonomy terms in alphabetical order.
7	* Search Engine	Tie into the State of Wisconsin search appliance (Verity / Autonomy <a href="http://www.verity.autonomy.com/">http://www.verity.autonomy.com/</a> ).
8	* Social Media and Email Sharing	A group of icons to enable site users the ability to "Share" content from each web page. Users can choose their preferred way share DHS website content (Print, Facebook, Twitter, Email, Digg, etc.).
9	Calendars of Events	Allow users to submit upcoming events related to DHS program areas for consideration for site inclusion. Required fields would determine subject area display /location on website(s).
10	Database Connectivity	Display MySQL Server data on website (e.g., forms library).
11	GIS/Mapping Integration	Allow public and/or restricted map galleries to be

TABLE 2.1.1.1 – WEBSITE END-USER FUNCTIONALITY—REQUIRED FEATURES

#	FEATURE	ELEMENTS AND FUNCTIONALITY
		embedded in web pages. Full GIS mapping capabilities to be supported. DHS uses ESRI as its mapping toolset.
12	Online Forms	Fillable online forms that would allow users to send their information through a submit function directly to a dedicated database.
13	Photo Galleries	Ability to have photos displayed in gallery based on taxonomy associations. (Example: photo gallery in the program area for Lyme disease will have photos of ticks and rash examples.)
14	Private Forum/Members Only	Build the functionality for content to be available to those who have appropriate access/account credentials. (Wisconsin User ID Web Access Management System (WAMS) allows for authorized individuals to access State Internet applications using the same means of identification for all State Web applications <a href="https://on.wisconsin.gov/WAMS/home">https://on.wisconsin.gov/WAMS/home</a> ).
15	SEO best practices including a robots.txt file	Design the new website using Drupal best practices for search engine optimization.
16	Social Media Display	Real-time feed display of Twitter and other social media accounts we have/will have embedded on a web page (iframes).
17	Rotating block on homepage	As part of the home page design and create a slide show (images/text) rotating block on the homepage.
18	Survey Module	As part of the design allow for the inclusion of simple embedded surveys that allow for rapid dynamic results.

\* indicates features that will have a “static” location on all pages as part of the site design.

TABLE 2.1.1.2 – WEBSITE CONTENT OWNER &amp; SITE ADMINISTRATOR FUNCTIONALITY

#	FEATURE	ELEMENTS AND FUNCTIONALITY
1	Google Analytics	Support analytics to review use of web page/taxonomy term usage. Incorporate full use of Google Analytics.
2	Content management analytics	Ability to organize and analyze content based on metadata. For example, an employee working in the system can ask to view files by author or to display content/files due to be reviewed.
3	Workflow for content review/approval/deployment	Create the ability to use automated workflow to facilitate one-level approval and content deployment. This should

TABLE 2.1.1.2 – WEBSITE CONTENT OWNER &amp; SITE ADMINISTRATOR FUNCTIONALITY

#	FEATURE	ELEMENTS AND FUNCTIONALITY
		include the ability to schedule deployments as well as on-demand for those staff that have the appropriate permissions.
4	Users, roles and permissions	Support the ability to create customizable user groups that have different roles and permissions. Permissions should be assignable to specific pages and areas of the website. Integration with external sources, Active Directory (AD) and LDAP preferred, so that the existing DHS user repositories can be utilized to populate Drupal security groups. As such, tools to keep user details (changed names, titles, telephone numbers, etc.) synchronized between Drupal and Active Directory (prefer a two-way synchronization process) are preferred. Source examples: <ul style="list-style-type: none"> <li>• Wisconsin User ID Web Access Management System (WAMS) allows for authorized individuals to access State Internet applications using the same means of identification for all State Web applications <a href="https://on.wisconsin.gov/WAMS/home">https://on.wisconsin.gov/WAMS/home</a>.</li> <li>• DHS MS Active Directory.</li> <li>• DHS Staff Reference Database.</li> </ul>
5	Information Architecture	Define the content structure for the website as well as the navigational “click-path” hierarchy to present options to the site visitor.
6	Photo Galleries	Ability to have a “master” photo library that Content Owners can access that will contain images that can be used on web pages (example: DHS logo, state seal, etc.)
7	Conforms to Federal and State regulations	Design to comply with applicable regulations such as HIPAA, HITECH, SOX, GLBA, etc.

### 2.1.2 DRUPAL TEMPLATES

Selected Contractor will be expected to create usable Drupal templates for the content types listed in Attachment 1. These templates will be used during the migration phase of the project. After the project is completed, DHS content owners will use these templates when updating content and creating new content. Templates are expected to contain appropriate features as defined in tables 2.2.1.1 and 2.2.1.2.

Each template should be delivered with detailed wireframes and functional specifications. The templates should be editable by DHS Site Administrators.

### 2.1.3 TRAINING AND TRAINING MATERIALS

A small group of Site Administrators (less than ten people including training unit staff and web server administration staff at DOA) will need training specific to overall site and user administration in Drupal. These individuals will be responsible for post-project website and Drupal administration for DHS. For example, if a future DHS administration decides that the background color for the DHS website should be salmon pink, it will be a website administrator who will need to implement this change. Site Administrators will need to understand Drupal and how it works, and will need familiarity with the code underlying the DHS website design and templates.

Training materials used should be supplied to DHS in an editable electronic format that will enable in-house training staff to provide ongoing training and to update the materials as needed. The creation of training materials will need to involve DHS to ensure content remains relevant to how DHS will be managing the website.

## 2.2 HOSTING ENVIRONMENT OVERVIEW

The new DHS website must be created using Drupal 7.0 and be functional with LAMP back-end systems, allowing greater flexibility for DHS to host the site. The acronym LAMP refers to the first letters of Linux (operating system), Apache HTTP Server, MySQL database and PHP as the principal components for the Drupal web environment. DHS is establishing the necessary LAMP back-end to host the expected website.

The website will be hosted and fully supported by State of Wisconsin staff.

The selected Contractor will be provided access to DHS test web server environment and will be expected to develop in the test environment. Upon completion and approval of the test website, the selected Contractor will work with State of Wisconsin IT staff to promote the test website to production web server environment.

The actual migration of current DHS website content to the new website will be managed as a separate project and is addressed in proposal two of this RFP.

## 2.3 PRODUCT DELIVERABLES FROM CONTRACTOR

Table 2.3.1 defines the specific product deliverables that are expected. These products are defined in more detail elsewhere in this section; the purpose here is to provide a single list of all the products that DHS will expect to receive during the course of the project.

Deliverables are formal products that will be presented to DHS for review and acceptance. Payments will be tied to the acceptance of these deliverables.

**TABLE 2.3.1 – PRODUCT DELIVERABLES**

#	DELIVERABLE	COMPONENT(S) / RESULTS
1	Wireframes functional specifications	Detailed schematics for every content category template listed in Attachment 1.
2	Website design	A fully realized website design. This product is expected to be developed with ongoing discussion between DHS and Contractor to approve look and feel of the design.
4	Website (non-production)	Fully working website for ongoing use as DHS test/development site. Website must be hosted by State. DHS will collect testing feedback and the Contractor will modify the website as needed.
5	Documentation	Technical documentation of build and implementation for the new website containing: (i.e.) explaining functions within Drupal templates and modules and security principles specific to the DHS site.
6	Training and training materials	Conduct training for DHS web administration staff Provide electronic, editable copies of all materials used in training.

## 2.4 PROJECT EXPECTATIONS

DHS expects the selected Contractor to manage this engagement as a project, rather than a series of related tasks. Listed here is a brief description of each phase. While details and timelines will be worked out after the contract is signed, the following project phases are expected:

**Phase 1 – Plan** This period of time will be used for the assigned Contractor project manager and State key project staff to work out the details of how the project will be managed, including such items as the workplan, scope, key staff, schedule, risk plan, communication plan, etc. The planning phase is expected to begin as soon as the contract is signed, and is completed when a formal Project Plan has been accepted by DHS.

**Phase 2 – Design** During this phase, Contractor staff will create the website design, structure, navigation, security and features that will be the foundation for the test and production websites. Phase 2 is completed when website design has been approved by DHS.

**Phase 3 – Build** Contractor staff will work with State technical and program area staff to set up the new test website and features at the State hosting facility. Phase 3 also includes training state staff and training documentation. Phase 3 is completed when the test website is accepted by DHS and training has been completed.

## 3 WEBSITE DESIGN, BUILD AND IMPLEMENTATION OF DRUPAL: TECHNICAL PROPOSAL

### 3.1 OVERVIEW

This section contains proposal requirements that DHS will use to determine the skill set and capability of proposing Contractors to complete this project. Information provided in the previous section should be reviewed to understand DHS objectives and specific product expectations.

## 3.2 CONTRACTOR SUBMISSION CRITERIA

A successful application for this contract will contain the following:

### 3.2.1 PREVIOUS WORK EXAMPLES

Proposing Contractors should provide up to three URLs of previous work they have performed with Drupal as the Web CMS. At least one of these websites should be for a governmental or non-profit agency (non-profit entities will be accepted, but governmental is preferred).

For each website, provide information specifying:

- Role that Contractor played in the creation of website (e.g., “designed and built” );
- Size of website (i.e., number of files);
- Length of time to complete the project;
- Version of Drupal used;
- Month/year the website was design was put into production use; and
- Current status of relationship with customer (i.e., Contractor is no longer involved or Contractor still involved in website maintenance and management).

If public URLs are not available, Contractor should submit samples of actual documents, visual design templates, wireframes, or screen shots.

### 3.2.2 PREVIOUS PROJECT MANAGEMENT EXAMPLES

Contractor to provide examples of project management documents used for each of the URLs provided in section 3.2.1. Examples would be:

- Project charter;
- Work breakdown structure (WBS);
- Risk plan, with information on how risks were identified and managed throughout the project; and
- Team roles: both Contractor and procuring entity.

### 3.2.3 PROPOSED APPROACH AND RESOURCES

Responding Contractors should provide a concise summary of their proposed approach and staffing resources to the DHS project (e.g., project charter, work plan). This should include:

- Tell us how you would propose to complete this project including a project plan to complete key deliverables, achieve milestones and estimated timeline.
- Communication plan detailing how – and how often – DHS project staff and Contractor will interact. (DHS expects that the vast majority of this project can be handled without any

onsite visits by selected Contractor staff. DHS anticipates that web-based meetings will be utilized during this project. If Contractor plans to have staff onsite at DHS, please describe when and for which deliverables onsite visits are planned.)

- Full description of the proposed team for the DHS project. Resumes of key staff can be included, or a description of the roles that will be filled.
  - The proposal should clearly map each proposed team member; show when they are expected to be on the project, and how much time will be allocated the project (e.g., 40% during Phase 1, 100% during Phase 2, 70% during Phase 3).

### 3.2.4 CONTRACTOR REQUIREMENTS

#### 3.2.4.1 LINE OF BUSINESS

Contractor proposal to include the length of time Contractor has been in operation and length of time Contractor has been providing the specific services being requested in this RFP. Include a description of Contractor's main line of business as well as a list and description of other related lines of business the Contractor participates in.

#### 3.2.4.2 CONTRACTOR STABILITY

Proposing Contractors must be able to substantiate their financial stability. Current audited financial statements for up to the last three (3) years, along with additional supporting documentation (Income Statement, Balance Sheet, and Statement of Change in Financial Position along with all auditors' notes) must be submitted with the proposal. The State may request reports on financial stability from independent financial rating services to substantiate the proposing Contractor's stability. Proposer firm name is to be included on each page submitted.

If the Contractor or any affiliated corporations or business entities is or was involved in bankruptcy procedures, such as the readjustment of any of their respective debts, under the Bankruptcy Act within the last three (3) years, summarize in a separate attachment all relevant details of the bankruptcy.

If the Contractor is involved or was previously involved in legal proceedings within the last three (3) years, the Contractor must list (caption, case number, and jurisdiction) and summarize in a separate attachment all judicial or administrative proceedings involving these legal proceedings. If the Contractor is a subsidiary, this information must also be submitted for all parent companies. If the Contractor will use subcontractors, associated companies, or others to complete the work of the project, the Contractor's responses must include pertinent subcontractor information.

## 4 WEBSITE CONTENT MIGRATION: SCOPE OF SERVICES

### 4.1 OVERVIEW



This section contains a description of what DHS expects the Contractor to provide. It should be considered as the requirements for this procurement.

## 4.2 PROJECT EXPECTATIONS

DHS is seeking a Contractor who will work with us to plan, manage and perform the migration of existing DHS website content to the new DHS Drupal website. The Contractor will be expected to work with DHS to create a detailed migration plan and approach.

The Website Design, Build and Implementation of Drupal project described in sections 2 and 3 will create the core Drupal website. Every file needing migration will be identified and mapped to the appropriate new content type.

After creation and approval of the migration plan, the Contractor will copy all existing DHS web content to the new website.

DHS expects a collaborative working relationship with the Contractor project team.

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### 4.2.1 PROJECT PHASES

DHS expects the selected Contractor to manage this engagement as a project, rather than a series of related tasks. Listed here is a brief description of each phase. While details and timelines will be worked out after the contract is signed, the following project phases are expected:

**Phase 1 – Plan** This period will be used for the assigned Contractor project manager and State key project staff to work out the details of how the migration will be managed. During this phase issues such as timings of different areas for reviews, how to manage website changes needed during the migration period, and planning for go-live will need to be decided. The planning phase is expected to begin as soon as the contract is signed, and is completed when a formal project plan is accepted by DHS.

**Phase 2 – Migrate Content to the New Website** Contractor staff will be expected to complete migration of current DHS website content to the appropriate Drupal content type. This will include an integrity check of the new web pages to ensure content is moved and successfully placed where it belongs.

DHS staff will review and accept web pages. This phase will be considered complete when all content designated for migration has been transferred to the test website and approved by DHS.

The actual design and build as well as hosting of the DHS website will be managed as a separate project and is addressed in proposal one of this RFP.

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### 4.2.2 PROJECT DELIVERABLES



Project deliverables encompass the materials needed to manage the project. The key project deliverable will be the project charter. This term is used to describe the full complement of items that will be worked out during the planning phase. Specific project management documents that DHS will expect to be provided by the selected Contractor during the course of the engagement will include:

- A detailed work plan including a work breakdown structure (WBS) and schedule to ensure there is a set plan and expectations for how long the project is expected to take.
- Review and acceptance criteria defined for all product deliverables. DHS and Contractor will jointly develop these criteria during the Planning Phase.
- Contractor staffing plan for the project, including DHS acceptance of specific individuals assigned, when they will be working on the project, and percentage of their time devoted to the project.
- Communication plan detailing how – and how often – DHS project staff and Contractor will interact.
- Risk plan, with information on how these risks will be managed and used throughout the project.

## 5 WEBSITE CONTENT MIGRATION: TECHNICAL PROPOSAL

### 5.1 OVERVIEW

This section contains proposal requirements that DHS will use to determine the skill set and capability of proposing Contractors to complete this project. Information provided in the previous section should be reviewed to understand DHS objectives and specific product expectations.

### 5.2 CONTRACTOR SUBMISSION CRITERIA

A successful application for this contract will contain the following:

#### 5.2.1 PREVIOUS WORK EXAMPLES

For each migration project, describe in two pages or less up to three similar migration projects you have successfully managed. At least one of the projects should include the migration of static/flat files. Case study to include information on:

- The process in which migration was handled.
- URL of migrated content.
- Method of migration (e.g., automated, manual).
- Number of files moved and timeframe.

#### 5.2.2 PREVIOUS PROJECT MANAGEMENT EXAMPLES

Contractor to provide examples of project management documents used for each migration project described in 5.2.1. Examples would be:

- Project charter;
- Work breakdown structure (WBS);
- Risk plan, with information on how risks were identified and managed throughout the project; and
- Team roles both Contractor and procuring entity.

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### 5.2.3 PROPOSED APPROACH AND RESOURCES

Responding Contractors should provide a concise summary of their proposed approach to this project. This should include:

- Providing a high-level overview project plan using the phases as described in § 4.2.1. Provide an estimate for each phase of hours and time. Provide an estimate for time length of entire project (e.g., 1 year, 2 months, etc.).
- Explaining how the Contractor plans to work with DHS throughout the project, especially in meetings with the DHS project team. DHS is expecting web-based meetings where both Contractor and state participants can discuss and review materials.
- DHS expects that the vast majority of this project can be handled without any onsite visits by selected Contractor staff. If Contractor plans to have staff onsite at DHS, please describe when and for which deliverables onsite visits are planned.
- Description of the proposed team for the DHS project, including number of staff in each role, expected time on project and a mapping of that time to project phases. Resumes of key staff can be included, or a description of the roles that will be filled.

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### 5.2.4 CONTRACTOR REQUIREMENTS

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#### 5.2.4.1 LINE OF BUSINESS

Contractor proposal to include the length of time Contractor has been in operation and length of time Contractor has been providing the specific services being requested in this RFP. Include a description of Contractor's main line of business as well as a list and description of other related lines of business the Contractor participates in.

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#### 5.2.4.2 CONTRACTOR STABILITY

Proposing Contractors must be able to substantiate their financial stability. Current audited financial statements for up to the last three (3) years, along with additional supporting documentation (Income Statement, Balance Sheet, and Statement of Change in Financial Position along with all auditors' notes) must be submitted with the proposal. The State may request reports on financial stability from independent financial rating services to substantiate the proposing Contractor's stability. The proposer's firm name is to be included on each page submitted.

If the Contractor or any affiliated corporations or business entities is or was involved in bankruptcy procedures, such as the readjustment of any of their respective debts, under the

Bankruptcy Act within the last three (3) years, summarize in a separate attachment all relevant details of the bankruptcy.

If the Contractor is involved or was previously involved in legal proceedings within the last three (3) years, the Contractor must list (caption, case number, and jurisdiction) and summarize in a separate attachment all judicial or administrative proceedings involving these legal proceedings. If the Contractor is a subsidiary, this information must also be submitted for all parent companies. If the Contractor will use subcontractors, associated companies, or others to complete the work of the project, the Contractor's responses must include pertinent subcontractor information.

## 6 COST PROPOSAL

### 6.1 GENERAL INSTRUCTIONS ON SUBMITTING COST PROPOSALS

Each proposal will be scored using a standard quantitative calculation where the most points will be awarded to the proposal with the lowest cost. Various costing methodologies and models are available to analyze the cost information submitted to determine the lowest costs to the State. The State will select one method and use it consistently throughout its analysis. The cost methodology will be available at the time that the proposals are due.

**Appendix A** Contains the Cost Proposal worksheet for the Website Design & Build proposal, and must be returned if bidding on that proposal.

**Appendix B** Contains the Cost Proposal for the Website Migration proposal, and must be returned if bidding on that proposal.

### 6.2 FIXED PRICE PERIOD

All prices, costs, and conditions outlined in the proposals shall remain fixed and valid for acceptance for ninety (90) calendar days starting on the due date for proposals.

### 6.3 INFLATIONARY ADJUSTMENT

The anticipated combined duration of RFP solicitation, evaluation, selection, and contract period is not anticipated to extend beyond a maximum of 12 months; therefore, no inflationary adjustment factor(s) shall be considered in payment and reimbursement terms associated with the contracts.

### 6.4 PRICE CLARIFICATIONS

The Department reserves the right to clarify any pricing discrepancies related to assumptions on the part of any Contractor. Such clarification will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

## 7 RESPONDING TO THE PROPOSAL

## 7.1 CLARIFICATION AND/OR REVISIONS TO RFP SPECIFICATIONS AND REQUIREMENTS

Any questions concerning this RFP must be submitted to Crystal Baker, Procurement Manager at [DHSProcurement@dhs.wisconsin.gov](mailto:DHSProcurement@dhs.wisconsin.gov), 608-266-6967.

Written questions must be submitted before 1:00 p.m. CST on February 7, 2013. All questions are to be submitted with the following subject line listed below:

Subject Line: Question 3015-DES-CB – *Company Name*.

Telephone questions will not be accepted. Any oral responses, information, dates, and/or technical assistance received by a prospective Proposer from the Department or Department staff shall not, in any manner whatsoever and whether before or after the release of this RFP, be binding on the State of Wisconsin, unless followed-up and explicitly confirmed and stated in writing by the State.

Contractors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a Contractor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Contractor should notify immediately the above named individual of such error and request modification or clarification of the RFP.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided through the State VendorNet system. Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFP and any supplements or revisions thereof.

From the date of release of this RFP, until a Letter of Intent is issued, all contacts with the Department of Health Services regarding this RFP shall be made through Crystal Baker of the Office of Procurement and Contract Management in the Division of Enterprise Services unless otherwise noted in the RFP. Phone calls to state staff regarding this procurement are not permitted during the procurement process. Violation of this condition may be considered sufficient cause for rejection of the RFP, irrespective of any other considerations.

## 7.2 RETENTION OF RIGHTS

The State of Wisconsin retains the right to accept or reject any or all proposals if it is deemed to be in the best interest of the State of Wisconsin.

If mutually agreed to by the contractor, and the DHS, the results of this solicitation may be used by other Wisconsin state agencies, including local units of government.

All proposals become the property of DHS upon receipt. All rights, title and interest (including the right to exploit for the State's purposes) in all materials and ideas prepared by the Proposer

for the proposal to DHS shall be the exclusive property of DHS and may be used by the State at its option.

### 7.3 REASONABLE ACCOMMODATIONS

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format for qualified individuals with disabilities upon request. If a Contractor needs accommodations at the outset of this RFP process, please contact the Procurement Manager.

### 7.4 CALENDAR OF EVENTS ("THE CALENDAR")

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with **specific** dates must be completed as indicated unless otherwise changed by the State. In the event that the State finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

Date	Event
January 31, 2013	Date of issue of the RFP (Posted to VendorNet)
February 7, 2013; 1:00 p.m. CST	Written Inquiries Due: deadline for submitting written inquiries, questions, and requests for clarification
February 13, 2013	Inquiry Postings Due: State deadline for VendorNet posting of answers to submitted written inquiries
March 12, 2013; 1:00 p.m. CST	Proposals Due: late proposals will not be accepted
March 25 - 27, 2013 (Estimated)	Interviews of invited Contractors
April 8, 2013 (Estimated)	Notification of intent to award
April 29, 2013 (Estimated)	Contract Start Date

### 7.5 CONTRACT TERM

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for one (1) year from that date, with an option by mutual agreement of the agency and contractor, to renew for one (1) additional one (1) year period.

Any Contract resulting from this RFP shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other Contractor without prior written approval from the Department.

### 7.6 VENDORNET REGISTRATION

The State of Wisconsin's purchasing information and Contractor notification service is available to all businesses and organizations that want to sell and/or provide payable services to the State. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to receive information on State purchasing practices and policies, goods, and services that the state buys, and tips on selling to the State. Contractors may use the same website address for inclusion on the bidders list for goods and services that the organization wants to sell to the State. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value exceeding \$50,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$50,000 or less. Contractors also may receive e-mail notices of these simplified bid opportunities as they are registered with the VendorNet system.

## 8 PREPARING AND SUBMITTING PROPOSALS

### 8.1 GENERAL INSTRUCTIONS

The selection of a contractor will be based on the information submitted in the Contractor's proposal plus references and any required on-site visits or oral interviews. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g., expensive artwork, illustrations, advanced modeling techniques, etc.) beyond what is sufficient to present a complete and effective Contractor proposal are not necessary.

### 8.2 INCURRING COSTS

The State of Wisconsin is not liable for any cost incurred by proposers in replying to this RFP.

### 8.3 PROPOSAL ORGANIZATION AND FORMAT

#### 8.3.1 TECHNICAL PROPOSAL

Technical Proposals must be organized into clearly delineated sections, as shown below.

No mention of the cost proposal may be made in the response to the Technical Requirements of this Request for Proposal.

Proposers responding to this RFP must comply with the following format requirements. The State reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

The single hard copy of the Technical Proposal should be typed and submitted on 8.5 x 11 inch paper bound securely. It should be well organized and each page marked by a page number, the name of the responding Contractor, and the RFP number (3015-DES-CB). Font size and style throughout submission should be 12-point Arial font.

The Technical Proposal must respond to the requested information in each of the following sections and subsections, and responses must be clearly indexed in the following manner:

**1 – TABLE OF CONTENTS** (Mandatory)

**2 – PROPOSER INFORMATION SHEET** (Mandatory):

- Cover Sheet DOA-3261 (Appendix B)
- Contractor Information Form DOA-3477 (Appendix D)
- Transmittal Letter
- Designation of Confidential & Proprietary Information Form DOA 3027 (Appendix C)
- Cooperative Purchasing Form DOA-3333 (Appendix F)

TRANSMITTAL LETTER: A transmittal letter must accompany the RFP package. It must be on official business letterhead of the prime Proposer submitting the Proposal, and must be signed in ink by an individual authorized to legally bind the Proposer. The Transmittal Letter must stipulate the following:

- The Proposer is the prime Contractor and is a corporation or other legal organization;
- Services that the Contractor intends to sub-contract to another entity;
- No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal;
- Proposer certifies they have not directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor.
- The Proposal is valid for a minimum of 60 days from the Proposal due date;
- The person signing this letter and all RFP documents is authorized to make decisions on behalf of the Proposing organization and that the person has not participated, and will not participate, in any action contrary to this statement;
- Assurance that the Proposer will agree to execute and fulfill a contract according to the conditions and terms specified in this RFP;
- That the Proposal is predicated upon the requirements, terms, and conditions of this RFP, the posted Questions and Answers, all its attachments, and any supplements or revisions thereof; and

- That an individual authorized to bind legally the Proposer has signed this Transmittal Letter.

### **3 – PROPOSER INFORMATION (Mandatory):**

The following documentation items will also be evaluated in this section:

**MANAGEMENT SUMMARY:** Provide a narrative summary not more than one (1) page long of the proposal being submitted. This summary should identify all product(s) and/or service(s) that are being offered in the proposal, a brief description of the Contractor's organization, management, and its history should also be included. Cost figures should specifically not be stated, as cost information is to be submitted separately.

**REFERENCE DATA SHEET:** Include the Contractor References (Appendix E) that has been included in this RFP in this section. Each Contractor must furnish a list of a minimum of four (4) references that will be capable of verifying information supplied by the Contractor in their proposal. Contractors may submit additional Reference Data Sheet forms if they wish to provide more than four (4) references.

The State reserves the right to contact and/or visit any party listed as a reference, which has previously utilized or is presently utilizing products(s) and/or services(s) identical or similar to those being proposed by the Contractor. It may also utilize other sources of information about the product(s) and/or service(s) proposed by the Contractor where these sources are publicly available and are equally available for all competing Contractors. The Contractor shall not be present during site visits.

### **4 – RESPONSE TO REQUIREMENTS (Mandatory)**

Provide a response to the requirements specified in Sections 3 and/or 5 Technical Proposal. Responses must be in the same sequence and numbered as they appear in this RFP.

### **5 – ADDITIONAL INFORMATION (Optional)**

Include additional information, which will be essential to an understanding of the proposal. This might include diagrams, excerpts from manuals or other explanatory documentation, which would clarify and/or substantiate the proposal. Any material included here should be referenced elsewhere in the document and labeled with the name of the RFP section that the additional information is supporting.

If no information is provided for this section, please add the index heading and note "No information provided".

### **6 – GLOSSARY (Mandatory)**



Provide a glossary of all abbreviations, acronyms, and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use in the proposal response.

### 8.3.2 COST PROPOSAL

#### **COST INFORMATION (Mandatory)**

Provide cost information on the cost sheets included in this RFP and located in Appendix A: Required Cost Proposal Format and Instructions, according to the instructions provided. All costs for furnishing the product(s) and/or service(s) included in this proposal, in accordance with this RFP must be included. Failure to provide any requested information in the prescribed format may result in disqualification of the proposal. **No mention of costs may be made in any other RFP response area.**

### 8.4 SUBMITTING THE PROPOSAL

Proposers must submit Proposals in strict accordance with the requirements set forth in this section. All materials must be submitted to:

#### **Crystal Baker**

Procurement Manager

Department of Health Services

1 W. Wilson Street, Room 655

Madison, WI 53703

[DHSProcurement@dhs.wisconsin.gov](mailto:DHSProcurement@dhs.wisconsin.gov)

Proposals must be received in the above office by the specified date and time stated. All proposals must be stamped as accepted by the Procurement Manager or designee. Receipt of a Proposal by the State mail system does not constitute receipt of a Proposal by the Purchasing Office, for the purposes of this RFP. No proposals are allowed to be submitted by fax or email; any proposal submitted by fax or email will be rejected.

There are two components needed for complete submission of each Proposal: Paper (hard copies) and Electronic. Both components are due to the address above by the stated date and time. The following submission requirements must be followed for each of the components:

#### **Paper (Hard Copy) Proposal Components**

Each proposal must be submitted with **one** (1) paper copy of the entire Technical Proposal including any proprietary information. No mention of cost is to be included in this component, referencing of cost in this component may be grounds for rejection of proposal.

## Electronic Proposal Components

In addition to the paper documents described above, the Proposal must be submitted in non-password protected PDF format on reproducible CDs recorded and labeled as follows:

- **Disc One** must contain the entire Technical Proposal **including** any proprietary information. No mention of cost is to be included in this component, referencing of cost in this component may be grounds for rejection of proposal. **Five (5)** copies of disc one are expected and each should have the following label affixed to the disc:

Technical Proposal – Proprietary Information Included  
*DHS Website Redesign (or DHS Migration)*  
*Name of Proposer*  
 RFP # 3015 DES-CB

- **Disc Two** must contain the entire proposal **excluding** the proprietary information reported on the Designation of Confidential and Proprietary Information form (DOA-3027). **No mention of cost is to be included in this component, referencing of cost in this component may be grounds for rejection of proposal.** **One (1)** copy of this disc is needed. *Note: The Department in responding to open records requests will release the information on this disc. It is the sole responsibility of the Proposer to ensure that there is no conflict between the Designation of Confidential and Proprietary Information form (DOA-3027) and the information provided on this disc. The following label must be affixed to the disc:*

Technical Proposal – Proprietary Information Excluded  
*DHS Website Redesign (or DHS Migration)*  
*Name of Proposer*  
 RFP # 3015 DES-CB

- **Disc Three** must contain the entire cost proposal. **One (1)** copy of this disc is needed. *Note: The Department in responding to open records requests will release the information on this disc. It is the sole responsibility of the Proposer to ensure that there is no conflict between the Designation of Confidential and Proprietary Information form (DOA-3027) and the information provided on this disc. The following label must be affixed to the disc:*

Cost Proposal  
*DHS Website Redesign (or DHS Migration)*  
*Name of Proposer*  
 RFP # 3015 DES-CB

## 8.5 MULTIPLE PROPOSALS

Multiple proposals from a Contractor will be permissible; however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc., on each page included in the response. Alternate acquisition plans do not constitute multiple proposals.

#### 8.6 ORAL PRESENTATIONS AND SITE VISITS

Top scoring Contractors based on an evaluation of the written proposal may be required to participate in interviews and/or site visits to support and clarify their proposals, if requested by the Department. The Department will make every reasonable attempt to schedule each presentation at a time and in a format that is agreeable to the proposer. Failure to participate in an interview and/or site visit when scheduled may result in rejection of the Contractor's proposal.

#### 8.7 WITHDRAWAL OF PROPOSALS

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal in writing at any time up to the proposal closing date and time or upon expiration of 72 hours after the due date and time if received by the RFP Procurement Manager. To accomplish this, the written request must be signed by an authorized representative of the proposer and submitted to the RFP Procurement Manager. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal closing date and time.

### 9 PROPOSAL SELECTION AND AWARD PROCESS

#### 9.1 PRELIMINARY EVALUATION

The purpose of the preliminary evaluation is to determine if each proposal is sufficiently responsive to the RFP to permit a complete evaluation. Proposals must comply with the instructions to Contractors contained in this RFP. Failure to comply with the instructions may cause the proposal to be rejected without further consideration. The state reserves the right to waive any minor irregularities in the proposal.

#### 9.2 PROPOSAL SCORING

Proposals accepted through the preliminary evaluation process will be reviewed by an evaluation committee and scored against the chosen criteria. A proposer may not contact any member of an evaluation committee except with the Procurement Manager's written approval.

The committee may review references, request interviews, and/or perform financial stability and/or litigation analysis, and use the results in evaluating the proposals. The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those

indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring Proposals will receive reference checks and negative references may eliminate proposers from consideration for award.

Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (Wis. Stats. 16.75(3m)). The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

### 9.3 EVALUATION CRITERIA

The Website Design, Build and Implementation of Drupal and the Website Content Migration proposals will be scored using the following criteria:

Proposal Section	Points	%
Previous Work Examples	100	10
Previous Project Management Examples	100	10
Proposed Approach and Resources	500	50
Contractor Requirements	150	15
Cost	150	15
<b>Total</b>	<b>1000</b>	<b>100</b>

### 9.4 RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

The State reserves the right to reject any and all proposals. The State may negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the agency may negotiate a contract with the next highest scoring proposer.

### 9.5 AWARD AND FINAL OFFER

The State will compile the final scores (technical and cost) for each proposal. The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested by the State and submitted by the Contractor, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The award then will be granted to the highest scoring

proposer. However, a proposer should not expect that the State will request a final and best offer.

## 9.6 NOTIFICATION OF INTENT TO AWARD

All Contractors who respond to this RFP will be notified in writing of the Department's intent to award the contract as a result of this RFP.

After notification of the intent to award is made and under the supervision of agency staff, copies of all proposals will be available for public inspection from 8:00 a.m. to 4:00 p.m. at 1 W. Wilson Street, Madison, WI 53703. Contractors should schedule reviews with Crystal Baker (see §7.1).

## 9.7 APPEALS PROCESS

Notices of intent to protest and actual protests must be made in writing to the head of the procuring agency. Protestors should make their protests as specific as possible and should identify any statutes and/or Wisconsin Administrative Code provisions that are alleged to have been violated. Protest should be addressed to:

**Dennis Smith, Secretary**  
Wisconsin Department of Health Services  
1 W. Wilson Street, Room 650  
Madison, WI 53703

Any written notice of intent to protest the intent to award a contract must be received by DHS no later than five (5) working days after the notice of intent to award is issued.

Any written protest must be received within ten (10) working days after the notice of intent to award is issued.

The decision of the head of the procuring agency may be appealed to the Secretary of the Department of Administration within five (5) working days of decision issuance, with a copy of such appeal filed with the procuring agency. Any and all appeals must allege a violation of a Wisconsin statute or a section of the Wisconsin Administrative Code.

# 10 SPECIAL CONTRACT TERMS AND CONDITIONS

## 10.1 PAYMENT TERMS AND SCHEDULE

The Contractor's reimbursement schedule will be decided during contract negotiations and finalized in the contract; however, it is anticipated reimbursement will be prorated based on achieving mutually agreed upon milestones and satisfactory completion of deliverables. The Department will reserve no less than 25% of the total payment pending satisfactory and timely submittal of final deliverable(s).

## 10.2 LIQUIDATED DAMAGES

The contractor is expected to meet all delivery dates negotiated and specified in the contract. The contractor agrees the Department shall have the right to liquidate any damages, through deduction from the contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the contractor.

## 10.3 PERFORMANCE BONDS

There shall be no performance bonds, or expectation thereof, associated with the contract and resulting business arrangements resulting from final award to Contractor.

## 10.4 PRIME CONTRACTOR AND SUPPLIER DIVERSITY SUBCONTRACTORS

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation.

### 10.4.1 MINORITY-OWNED BUSINESS ENTERPRISE

Minority-owned business enterprises (MBEs) are certified by the Wisconsin Supplier Diversity Program. This program can be found at:

<http://www.doa.state.wi.us/section.asp?linkid=232&locid=0> The State of Wisconsin is committed to the promotion of MBEs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified MBEs that compete for State contracts. This means that State agencies may make an award to the MBE submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid. (A bidder preference will not be considered on a printing or stationery procurement.) Policy provides that MBEs should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to MBEs or by using such enterprises to provide goods and services incidental to this agreement.

The supplier/contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program and their contract amount.

A listing of certified MBEs, as well as the services and commodities they provide, is available at: <http://www.doa.state.wi.us/section.asp?linkid=226&locid=171>.

### 10.4.2 VETAN-OWNED BUSINESS

The State of Wisconsin encourages the participation of veteran-owned businesses (VBs) in the statewide purchasing program by inviting VBs to actively solicit public purchasing business and

by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (DVA). Applicants must complete a Veteran-owned Business Request for Certification form (WDVA 1037). Contact the DVA at: <http://dva.state.wi.us/>. Currently there is no price preference for certified VBs that compete for State contracts.

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#### 10.4.3 DISABLED VETERAN-OWNED BUSINESS

Disabled veteran-owned businesses (DVBs) are certified by the Wisconsin Supplier Diversity Program. This program can be found at: <http://www.doa.state.wi.us/section.asp?linkid=232&locid=0>. The State of Wisconsin is committed to the promotion of DVBs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified DVBs that compete for State contracts. This means that State agencies may make an award to the DVB submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid. (A bidder preference will not be considered on a printing or stationery procurement.) Policy provides that DVBs should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to DVBs or by using such enterprises to provide goods and services incidental to this agreement.

The supplier/contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Supplier Diversity Program and their contract amount.

A listing of certified DVBs, as well as the services and commodities they provide, is available at: <http://www.doa.state.wi.us/section.asp?linkid=226&locid=171>.

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#### 10.4.4 WOMAN-OWNED BUSINESS ENTERPRISE

Woman-owned business enterprises (WBEs) are certified by the Woman's Business Ombudsman. This program can be found at:

<http://doa.wi.gov/category.asp?linkcatid=1104&linkid=217&locid=172>.

State certified WBEs are able to provide both governmental entities and private companies with a credible recognition of the business' ownership. The WBE certification may serve as an additional marketing tool when seeking contract opportunities with entities that place a value on having a diverse supplier base. Currently there is no price preference for certified WBEs that compete for State contracts.

A listing of certified WBEs, as well as the services and commodities they provide, is available at: <http://doa.wi.gov/category.asp?linkcatid=1104&linkid=217&locid=172>.

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#### 10.5 EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT



In the event of contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, and the proposal of the successful proposer, and additional terms agreed to, in writing, by the Department and the contractor shall become part of the contract. Failure of the successful proposer to accept these as a contractual agreement may result in a cancellation of award. The following priority for contract documents will be used if there are conflicts or disputes:

1. Official purchase order.
2. The respective agreement/contract.
3. Contractor's proposal awarded in soliciting work.
4. State's RFP.
5. State of Wisconsin Standard Terms and Conditions (DOA-3058 and DOA-3681).

#### 10.6 TERMINATION OF CONTRACT

The Department may terminate the contract at any time at its sole discretion by delivering 14 days written notice to the contractor. Upon termination, the Department's liability will be limited to the pro rata cost of the services within the limits of the fixed-price contract work performed as of the date of termination with the prior written approval of the Department. In the event the contractor terminates the contract, for any reason whatsoever, it will refund to the agency within 14 days of said termination all payments made hereunder by the Department to the contractor for work not completed or not accepted by the Department. Such termination will require written notice to that effect to be delivered by the contractor to the Department not less than 14 days prior to said termination.

#### 10.7 STANDARD TERMS AND CONDITIONS

The State of Wisconsin Standard Terms and Conditions ([DOA-3054](#)) and Supplemental Standard Terms and Conditions for Procurements for Services ([DOA-3681](#)) shall govern this solicitation and subsequent award. In the event of a conflict between the Standard and Supplemental Standard Terms and Conditions and this solicitation, the terms of RFP # 3015 DES-CB, including any amendments, shall prevail.

Contractors must accept all terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each point, including any supplemental documents. Submission of any standard Contractor contracts as a substitute for language in the terms and conditions is not a sufficient response to this requirement and may result in rejection of the Contractor's bid.

Failure of the successful Bidder to accept these obligations in a contractual agreement may result in cancellation of the award. The State reserves the right to negotiate contractual terms and conditions other than those in the State of Wisconsin Contract when it is in the best interest of the State to do so.




## Appendix A: Website Design, Build and Implementation of Drupal: Required Cost Proposal Format and Instructions

Contractor to fill out Table A.1 with the projected cost for each deliverable, and providing a total cost per Phase. Use the “other costs” line to account for non-product specific costs per phase. The State’s expectation is that this table will represent a full and complete accounting for all Contractor costs for the full project.

The payment schedule will be worked out with the selected Contractor during the contracting process.

TABLE A.1 COST PROPOSAL		
DELIVERABLE / COMPONENT	DELIVERABLE / COMPONENT COST	TOTAL COST
Total Project Costs (this line should be the sum of total costs for all 4 phases of the project)		
Phase 1 – Plan Phase Total Costs		
Project Plan		
Other Phase 1 costs (please describe)		
Phase 2 – Design/Build Website Architecture Phase Total Costs		
Wireframes functional specifications		
Website design		
Other Phase 2 costs (please describe)		
Phase 3 – Build Phase Total Costs		
Website (nonproduction)		
Build/implementation documentation		
Training and training materials		

TABLE A.1 COST PROPOSAL		
DELIVERABLE / COMPONENT	DELIVERABLE / COMPONENT COST	TOTAL COST
Other Phase 3 costs (please describe)		

\*Cost submitted must include contractor expenses, including all travel expenses, room and meal expenses for the time that the contractor is required to travel.

State employee travel rates can be found at: <http://oser.state.wi.us/docview.asp?docid=7333>

## Appendix B: Website Content Migration: Required Cost Proposal Format and Instructions

Contractor to fill out Table A.1 with the projected cost for each deliverable, and providing a total cost per Phase. Use the “other costs” line to account for non-product specific costs per phase. The State’s expectation is that this table will represent a full and complete accounting for all Contractor costs for the full project.

The payment schedule will be worked out with the selected Contractor during the contracting process.

TABLE A.1 COST PROPOSAL		
DELIVERABLE / COMPONENT	DELIVERABLE / COMPONENT COST	TOTAL COST
Total Project Costs (this line should be the sum of total costs for all 4 phases of the project)		
Phase 1 – Plan Phase Total Costs		
Migration Plan		
Other Phase 1 costs (please describe)		
Phase 2 – Migration Total Costs		
Initial Migration (non-production website) accepted		
Production Website Accepted		
Other Phase 2 costs (please describe)		

\*Cost submitted must include contractor expenses, including all travel expenses, room and meal expenses for the time that the contractor is required to travel.

State employee travel rates can be found at: <http://oser.state.wi.us/docview.asp?docid=7333>

## Appendix C: Cover Sheet; DOA-3261

State of Wisconsin  
DOA-3261 (R08/2003)  
s.16.75, Wis. Statutes

**PROPOSALS MUST BE SEALED AND ADDRESSED TO:****AGENCY ADDRESS:**

Wisconsin Department of Health Services  
Attn: Crystal Baker , Procurement Manager  
1 W. Wilson Street, Room 665  
Madison, WI 53703

**REQUEST FOR PROPOSAL**

THIS IS NOT AN ORDER

PROPOSER (Name and Address)

☐ Remove from proposer list for this commodity/service. (Return this page only.)

Proposal envelope must be sealed and plainly marked in lower corner with due date and **Request for Proposal #3015 DES-CB**. Late proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals MUST be in this office no later than

**March 12, 2013; 1:00 p.m. CT**Public Opening ☐No Public Opening ☒

Name (Contact for further information)

**Crystal Baker email:** DHSprocurement@dhs.wisconsin.gov

Phone

**608-266-6967**

Date

**January 31, 2013**Quote Price and Delivery FOB  
Destination**General Description**

Department of Health Services (DHS) website redesign using DRUPAL 7

This RFP contains two proposals:

1. Contract for the website design and build using DRUPAL as the Web CMS.
2. Contract for the migration of all web-site content from the current DHS website to the new DHS website.

Payment Terms:

Delivery Time:

☐ We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.

☐ We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our proposal.

Name of Authorized Company Representative (Type or Print)

Title

Phone ( )

Fax ( )

**DHS WEBSITE DESIGN, BUILD AND IMPLEMENTATION USING DRUPAL AND WEBSITE CONTENT MIGRATION RFP # 3015-DES-CB**

Signature of Above	Date	Federal Employer Identification No.	Social Security No. if Sole Proprietor (Voluntary)
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## Appendix D: Designation of Confidential &amp; Proprietary Information; DOA-3261

State of Wisconsin  
 Department of Administration  
 DOA-3027 N(R01/98)  
 Page 1 of 1



Division of Agency Services  
 Bureau of Procurement

**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

*The attached material submitted in response to Bid/Proposal RFP 3015 DES-CB includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.*

**Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The State considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Type or Print

Date \_\_\_\_\_

This document can be made available in accessible formats to qualified individuals with disabilities

## Appendix E: Contractor Information; DOA-3477

State of Wisconsin  
 Department of Administration  
 DOA-3477 (R05/98)  
 Page 1 of 2



Division of Agency Services  
 Bureau of Procurement

STATE OF WISCONSIN  
 DOA-3477 (R05/98)

Bid / Proposal # 3015 DES-CB

Commodity / Service DHS WEBSITE REDESIGN

**CONTRACTOR INFORMATION**

## 1. BIDDING / PROPOSING COMPANY NAME \_\_\_\_\_

FEIN \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

## 2. Name the person to contact for questions concerning this bid / proposal.

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

3. Any Contractor awarded over \$50,000 on this contract must submit affirmative action information to the procuring Agency. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.

**DHS WEBSITE DESIGN, BUILD AND IMPLEMENTATION USING DRUPAL AND WEBSITE CONTENT MIGRATION RFP # 3015-DES-CB**

Name	_____			Title	_____		
Phone	(	)	Toll Free Phone			(	)
FAX	(	)	E-Mail Address			_____	
Address	_____			_____			
City	_____			State	Zip + 4		
	_____				_____		

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.

Name	_____			Title	_____		
Phone	(	)	Toll Free Phone			(	)
FAX	(	)	E-Mail Address			_____	
Address	_____			_____			
City	_____			State	Zip + 4		
	_____				_____		

5. CEO / President Name

\_\_\_\_\_

This document can be made available in accessible formats to qualified individuals with disabilities



Appendix F: Contractor References; DOA-3478

State of Wisconsin  
Department of Administration  
DOA-3478 (R12/96)  
Page 1 of 1



Division of Agency Services  
Bureau of Procurement

STATE OF WISCONSIN  
DOA-3478 (R12/96)

Bid / Proposal #

3015 DES-CB

**CONTRACTOR REFERENCES**

FOR  
CONTRACTOR:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If Contractor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Entity Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_

Entity Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_

Entity Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_

*This document can be made available in accessible formats to qualified individuals with disabilities.*

## Appendix G: Cooperative Purchasing Form DOA-3333

State of Wisconsin  
 Department of Administration  
 DOA-3333 (R03/2004)

Division of State Agency Services  
 State Bureau of Procurement



**Contractor Agreement**  
**Wisconsin's Cooperative Purchasing Service**  
**RFP 3015 DES-CB**

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives Contractors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis.Stats.

Interested municipalities:

- will contact the contractor directly to place orders referencing the state agency contract number; and
- are responsible for receipt, acceptance, inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

The State of Wisconsin will determine the contractor's participation by checking a box below.

- ☐ **MANDATORY:** Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Contractors should note any special conditions below.
- ☒ **OPTIONAL:** Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A Contractor's decision on participating in this service has no effect on awarding this contract.

A Contractor in the service may specify minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal changes for municipalities.

Contractor: please check one of the following boxes in response.

- ☐ I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.
- ☐ I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

Special Conditions (if applicable):			
Signature		Date (mm/dd/ccyy)	
Name (Type or Print)		Title	
Company		Telephone	
Address (Street)	City	State	ZIP + 4
Commodity/Service		Request for Bid/Proposal Number	

This form can be made available in accessible formats upon request to qualified individuals with disabilities.

## Appendix H: Standard Terms &amp; Conditions for Procurement of Services; DOA-3058

Wisconsin Department of Administration  
Chs. 16, 19, 51  
DOA-3054 (R10/2005)  
Page 1 of 4



Division of Agency Services  
Bureau of Procurement

## Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted Contractor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this

contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:

- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 CONTRACTOR TAX DELINQUENCY:** Contractors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Contractor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the Contractor in response to this request that the Contractor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer

to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

**35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of

the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

## Appendix I: Supplemental Standard Terms &amp; Conditions for Procurement of Services; DOA-3681

State of Wisconsin  
 Department of Administration  
 DOA-3681 (01/2001)  
 ss. 16, 19 and 51, Wis. Stats  
 Page 1 of 1



Division of Agency Services  
 Bureau of Procurement

## Supplemental Standard Terms and Conditions for Procurement for Services

**1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

**2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

**2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

**2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

**2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

**2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

**3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**

**3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no

relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

**3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department

of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

**4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

**5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

**6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

**7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinance.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

**8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.



*[END RFP # 3015 DES-CB]*

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